# HIMALAYAN MOUNTAIN DOG CLUB INTERNATIONAL

#### **HMDCI MEMBER GUIDANCE**

# CODE OF ETHICS & CONDUCT STATEMENT

The Himalayan Mountain Dog Club International (HMDCI) has adopted the following Code of Ethics & Conduct to serve as guiding principles/values for its members to achieve the club's mission and objectives to preserve, protect and promote the HMD.

HMDCI encourages non-member owners, and breeders of the Himalayan Mountain Dog (HMD) to use this document as a guide in all their affairs relating to the HMD.

## Section I. MEMBER RESPONSIBILITIES TO THE CLUB AND THE BREED

- A. As a member of HMDCI, I shall abide by the Constitution and By-laws, the rules, and regulations of the Himalayan Mountain Dog Club.
- B. I will promote the acceptance and recognition of the Himalayan Mountain Dog by Federation Cynologique Internationale (FCI), American Kennel Club (AKC), The Kennel Club (KC), United Kennel Club (UKC), and Canadian Kennel Club (CKC) and their affiliates by:
  - Registering eligible dogs in my possession with HMDCI.
  - Registering offspring of my HMDs with HMDCI.
  - Promoting membership in HMDCI.
  - When available and feasible, exhibit my HMDs at shows, or participate in dog sports suitable to the breed and the individual dog.
- C. I shall be aware at all times that the Club exists to protect the breed. These aims will be uppermost in my mind and all my activities in the breed. I will not bring dishonor to the Himalayan Mountain Dog Club International, or to the breed which I have agreed, by my membership, to preserve and protect.
- D. As an HMDCI member, I shall at all times, conduct myself in a manner that reflects credit on purebred dogs in general, HMDs in particular, and HMDCI. This includes practicing good sportsmanship, respecting show sites, national convention and overflow facilities, internet forums, lists and other social media, and all other aspects of responsible dog ownership.
- E. As an HMDCI member I agree to conduct all my affairs related to the HMD and HMDCI with honesty, transparency, and fairness.
- F. I will honor all agreements (verbal or written) entered into freely between myself and others concerning Himalayan Mountain Dog and Himalayan Mountain Dog related activities.
- G. Whenever possible, I will participate in voting on issues presented to the membership. I will vote for the person running for a Board of Director office who I believe has the qualifications to meet the duties of the office they are running for, and are best suited to represent and promote the Club and the breed. I will refrain from voting or nominating a member solely based on friendship, popularity or other considerations (tangible or intangible), other than their qualifications for the office.

#### Section II. MEMBER RELATIONS

- A. I shall refrain from personally attacking a fellow member.
- B. For the good of the breed and a positive atmosphere, members should seek and share advice and experiences.
- C. When asked, and within the scope of my current knowledge, I will assist other members with dog critiques, giving feedback on both positive attributes and those that are not desirable.
- D. In all questions of ethics, covered or not covered by this Code, I shall act solely in the best interests of the breed, and the membership as a whole, and shall willingly aid any fellow member in upholding these interests.
- E. As an HMDCI member, I will, through word and action, support and encourage any HMD breeder who openly shares inherited health disorders of their breeding stock or the dogs they produce. I will avoid making disparaging remarks about the breeding stock, and only share proven/reliable knowledge about the disorder.

# Section III. SPONSORING POTENTIAL MEMBERS

- A. I will only sponsor those I believe to have the interest of the Himalayan Mountain Dog and will act accordingly.
- B. To grow our membership, whenever possible, I will take the time to get to know potential members. If I believe they have the interest of the Himalayan Mountain Dog and will act accordingly, I will sponsor them to become members.
- C. I will not accept any favors in exchange for sponsoring a potential member.

# Section IV. PRESERVATION OF NATIVE DOGS

- A. I will ensure the preservation of the unregistered, native dogs performing their tradition work in their native lands by practicing the following:
- When purchasing any dog or semen from a herder/nomad, I will pay a fair price and consider a plan to assist the herder/nomad in adding genetic diversity to his/her breeding/working stock. To avoid creating an inflated market I will refrain from overpaying for breeding stock.
- When returning dogs to a herder/nomad, the dogs will be of good health, good structure, and of the
  appropriate temperament to perform the work. I will make every effort to involve the herder/nomad in
  the selection of the dog(s).
- Never engage in any action or word that could potentially compromise the health or safety of native dogs or their owners.

#### Section V. TREATMENT OF DOGS

- A. All of the HMDs owned by me or in my care shall be given proper nutrition and proper care at all times. I will maintain the highest standards of canine health and maintenance, including but not limited to clean, dry, and temperature appropriate housing of adequate size to allow for movement, and ample opportunity for exercise.
- B. I will abide by my local laws, ordinances, and covenants relating to dog care and ownership.
- C. I recognize my responsibility to protect the name and reputation of the breed and shall not allow my HMDs to roam at large unsupervised, become a public nuisance, or to become a public trust.
- D. I shall not have more dogs than I can safely and adequately house and care for.
- E. I will not treat or allow my HMDs to be treated in an inhumane manner or subjected to cruelty or abuse.
- F. I shall be aware that the HMD is an intelligent and sensitive dog and that requires daily contact and affection from me/my family to maintain emotional health, socialization, and training.
- G. HMDs are working dogs and may be exposed to danger when protecting livestock or property. However, I will not subject my HMDs to conditions that are likely to result in unnecessary danger to the dog's life. For example, not having enough HMDs or other livestock guardian dogs (LGDs) to protect livestock against predators, inadequate fencing, disregarding proper health management, leaving my dogs in extreme conditions, etc.
- H. I shall be diligent in the handling of my dogs in public places and shall do so in a manner to minimize the risk of trauma or danger to any human being or animal.
- I. I will not accept an HMD puppy before the age of 8 weeks old if it results in the removal from contact with its littermates/mother unless:
  - The health/life of the puppy is in danger.
  - The health/life of the mother is in danger.
  - The health/life of the littermates.
  - There are extenuating circumstances affecting the interests of the breed as a whole.

In these cases I will provide the appropriate care and substitute activities for socialization that the littermates/mother would have provided

## Section VI. <u>ADVERTISEMENT</u>

- A. I will not misrepresent myself or my Himalayan Mountain Dogs in my dealings with others.
- B. All of my advertising will be honest and will not provide information that is misrepresentative, fraudulent, or misleading.
- C. In my advertising, I shall support the efforts of the HMDCI in educating the public regarding potentially inherited health issues known to affect the breed.

## Section VII. BREEDING

If I am a breeder or become a breeder, I will endeavor to adhere to the following:

- A. All breeding shall be done with the intent to preserve and maintain the HMD. The breeder will take into consideration structure, health, and temperament, and the public image of the breed. Members will refrain from breeding for commercial reasons (to gain money or satisfy a current fashion) or merely for the sake of producing puppies to sell without considering the health and comfort of the offspring, available home placements, and other considerations set forth in this section.
- B. Dogs will be used for breeding only as often as consistent with good health and sound medical practices. In general, twice per three heat cycles for females and not past the age of eight years. For males, not past the age of twelve years. In cases where it is in the best interest of the breed as a whole, HMDCI members are encouraged to consult the HMDCI Genetics Committee or the BOD before undertaking additional breeding or breeding dogs of ages older than stated above.
- C. Where testing is available, breeding stock shall be tested for potentially inherited health disorders known to affect the breed (hip and elbow dysplasia, eye disorders, thyroid disorders).
- D. Pedigrees of HMDs is considered public information. HMDCI members should openly share the pedigrees of their dogs.
- E. Dogs used for breeding shall be physically mature (at least 2 years of age), in good health, free of communicable diseases and parasites, and have no disqualifying faults.
- F. Breeders shall endeavor to openly share potentially inherited health disorders that affect their breeding stock and offspring and report these occurrences to the HMDCI Genetics Committee.
- G. Exaggerations of any traits are to be strictly avoided.
- H. I will endeavor to have HMDCI member novice breeders evaluate my puppies and assist them with advice/knowledge/feedback regarding their evaluation. If I am a novice breeder, I will endeavor to have a more experienced/knowledgeable HMDCI member assist me with evaluations of my puppies.
- I. Keep well informed in the field of genetics and work to diversify the gene pool and reduce or eliminate hereditary health issues from the breed.
- J. Breeders and stud dog owners shall take responsibility for the dogs they produce. If the owners can no longer care for the dog, the breeder/stud dog owner will take the dog back or in some way assisting with placement in another home.

# Section VIII. STUD SERVICE

If I provide stud service I will endeavor to abide by the following:

- A. Stud dogs shall not be bred to any bitch whose owner is directly or indirectly involved with any puppy broker, puppy mill, pet shops selling dogs, litter lot sales, or any other wholesale distributor whose business is involved in like activities.
- B. Owners of stud and bitch shall sign a written agreement, clearly stating the conditions and terms of service.

- C. Anyone using their dog at stud bears great responsibility to the future of the breed; therefore a stud owner shall use the dog discriminately and with the paramount intention of advancing, protecting, and maintaining the genetic diversity of the breed.
- D. No member shall offer at stud an animal who does not meet the requirements set forth above under the **Breeding** (Section VII).
- E. If the stud has not been bred before or has not produced a live litter or has had breeding problems in the past, such information shall be provided to the bitch owner before the bitch is accepted for breeding.
- F. Before accepting any bitch for service, the stud owner must advise novice breeders of the responsibilities, problems, obligations, and expenses involved in breeding a litter.
- G. It shall be the responsibility of the stud owner to ascertain that any bitch brought to any stud shall meet the requirements of the Code, whether owned by an HMDCI member of not. The stud owner shall further ascertain to the best of his ability that any offspring of the breeding shall be raised and sold in a manner in keeping with the ethical standards of this Code. The stud owner shall supply any bitch owner who is not an HDMCI member with a copy of this Code and explain its provisions.
- H. The owner of the stud is under no obligation to provide stud service for a bitch who is brought to the stud dog with any of the following:
  - Is not as was represented by her owner.
  - Presents serious hereditary defects.
  - It is not in good health.
- I. The owner of a male shall not accept a bitch for service if the bitch cannot be maintained in a safe and healthy manner.
- J. Bitches shall be bred only to the stud specified by her owner unless an acceptable substitute is agreed upon by both parties.
- K. Insofar as is possible, at least 2 services shall be effected, and the stud owner must offer a free return service under the same conditions if no litter results. A litter is defined as a minimum of 2 live pups at 36 hours.
- L. The safety of both the bitch and stud dog shall be of the highest concern during the mating process.
- M. Breeders and stud dog owners shall take responsibility for the dogs they produce. If the owners can no longer care for the dog, the breeder/stud dog owner will take the dog back or in some way assisting with placement in another home.

#### Section IX. SALES AND PLACEMENTS

- A. As an HMDCI member, I will support and conduct only ethical trade practices.
- B. I will not knowingly sell an HMD to persons directly or indirectly who are involved with any puppy broker, puppy mills, pet shops selling dogs, litter lot sales, or any other wholesale distributor whose business is involved in like activities.
- C. I will not supply an HMD for raffles, lotteries, or laboratory experiments.

- D. I will not place a puppy in a home before the age of 8 weeks.
- E. Before age 8 weeks, my puppies will not be removed from contact with littermates/mother unless:
  - The life of the puppy, littermates, or the mother is at risk
  - Extenuating circumstances exist that affect the interest of the breed as a whole.

In such cases, I will provide the appropriate care and substitute activities for socialization that the littermates/mother would have provided.

- F. I will only place puppies and adult dogs in homes that are qualified to care for, and protect the safety, welfare, and health of the animal.
- G. As an HMDCI member, I shall evaluate the structural and mental qualities of all HMD sold or placed. When possible I will obtain an additional evaluation from another experienced HMDCI member breeder.
- H. In any sales or placements of my puppies/dogs, I will provide to the person(s) receiving the dog with:
  - A written sales/placement agreement that includes all parties' contact information, and is signed by all parties.
  - The dog's pedigree that includes as many generations that are available up to four generations.
  - Copies of all screening results for potentially genetically inherited health issues that were completed for both parents.
  - All available health records, including all screening results for potentially genetically inherited health issues.
  - HMDCI membership information.
  - HMDCI registration for the dog, or information on how to register the dog with HMDCI, or a statement signed by both parties that the registration is being withheld.

### Section X. LIVESTOCK GUARDIAN DOGS (LGDs)

I understand that all provisions of this Code apply to livestock guardian dogs, including as specified below, which I agree to adhere:

- A. Unless they have education and experience with LGDs and are willing to undertake the education and responsibility involved with such animals, members will not engage in the breeding or selling of livestock guardian dogs *outside* of the HMD native lands.
- B. To protect both type and function in the breed, breeders shall not separate show and guardian stock. They are intended to be the same.
- C. The breeder should determine the specific LGD needs of the buyers and be available to them for information and advice.
- D. Members should be aware of the growing impact on the breed due to the indiscriminate production of livestock guardian dogs (i.e. Cross-breeding with other LGDs). Therefore, members will exercise extreme caution in selling a breedable HMD to a person who is not a member of HMDCI who breeds, or

intends to breed, livestock guardian dogs. It is recommended such dogs be sold on co-ownership with written contracts specifying that the buyer shall abide by the provisions of this Code.

### Section XI. IMPLEMENTATION

- A. Not adhering to any section of this Code of Ethics, may be considered prejudicial to the best interest of the Club or Breed.
- B. Any HMDCI member may make a report of misconduct (according to this code) by another member to the HMDCI Board of Directors but shall refrain from discussing any event or the report with other members and the public.
- C. I shall bear in mind that this Code of Ethics is more than a set of rules; it is a commitment to a high standard of practice in owning, breeding, and promoting the HMD.
- D. The Code of Ethics and Conduct contributes to a positive culture within the Club to safeguard the preservation, health, and function of the HMD. Adherence to the spirit of the Code is as important as adherence to its law.

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